



**Feather River Community College
District**

**SPECIAL MEETING OF THE BOARD OF TRUSTEES
to
Review and Approve Contract with Daimler Coaches North America
for the Purchase of Two New Coach Buses**

**Thursday, June 17, 2021
1:45 p.m.**

**Feather River College
LRC Room #871 570 Golden Eagle Avenue & Zoom Virtual Platform
Quincy, CA 95971**

Any person with a disability that requires an accommodation in order to participate in the public meeting may make a request for auxiliary aids or services verbally or in writing to the Feather River College President's Office at least 72 hours in advance of a Regular Meeting or 24 hours in advance of a Special Meeting.

Supporting documents for agenda items will be made available at the public meeting, and may also be requested by contacting the Office of the President, Feather River College, 570 Golden Eagle Avenue, Quincy, California 95971.

Prior to consideration of the regular agenda, any member of the public may request to speak on any of these items by submitting a written request to chall@frc.edu. Requests must contain the name, address, and phone number of the requestor. Members of the public may listen to the virtual meeting by calling **1-669-900-6833**, meeting ID **93001479297#**. Members of the public may also access the meeting through URL: <https://cccconfer.zoom.us/j/93001479297?pwd=M2dFYk5kdk9zcck43THptcUIXTjRHUT09>
Passcode 218209

AGENDA

- 1. CALL TO ORDER:** Time: ____
- 2. Approval of the Agenda:**
- 3. Public Comment**
- 4. Approval to Review and Approve Contract with Daimler Coaches North America for the Purchase of Two New Coach Buses – Kevin Trutna**

ADJOURNMENT

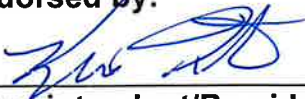
FEATHER RIVER COMMUNITY COLLEGE DISTRICT

FEATHER RIVER COLLEGE

TO: Board of Trustees **DATE OF MEETING:** June 17, 2021
FROM: John Ives, Vice-President Business Services/CFO
RE: Request for Board of Trustees Action

Action Requested: Review and approve contract with Daimler Coaches North America for the purchase of two new coach buses. The buses will provide safe, distanced transportation for students to college activities, games, field trips, and college tours. Additional transportation will allow students to spread out and socially distance during travel.

Endorsed by:



Superintendent/President

Date: 6/16/21

Disposition: _____
Board of Trustees

Date: _____

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

BID PROPOSAL FORM

Governing Board

Feather River Community College District

Dear Members of the Governing Board:

The undersigned, doing business under the name of **Daimler Coaches North America** having carefully examined the Notice Inviting Bids, the Instructions to Bidders, the Specifications for the Buses sought by the District, and all other Contract Documents, proposes to furnish all required materials and equipment, including all delivery costs and taxes, services and labor required for the provision of the vehicles specified, in strict conformity with the Contract Documents, including the Specifications, as follows.

BASE BID:

(1) **New Diesel Coach Style Bus #1** a. Model year: **2019**

b. Make: **Setra**

c. Model: **S 417 Top Class**

d. For the sum of : **Four hundred forty nine thousand** Dollars (**\$ 449,000.00**).

(2) **New Diesel Coach Style Bus #2** a. Model year: **2019**

b. Make: **Setra**

c. Model: **S 417 Top Class**

d. For the sum of : **Three hundred ninety nine thousand** Dollars (**\$ 399,000.00**)*

* Contingent on purchase of item #1.

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____ Addendum # _____
Dated: _____ Addendum # _____ Dated: _____

Respectfully submitted,

Company: **Daimler Coaches North America**

Address: **2477 Deerfield Drive Fort Mill, SC 29715**

By: **Robert J. Miller**
(Please Print Or Type)

Signature: 

Title: **VP/Head of Sales**

Date: **June 12, 2021**

Telephone: **803 578-3626**

NONCOLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

Robert J. Miller, declares that he or she is **Head of Sales Operations** of **Daimler Coaches North America**, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **12-Jun-21** Signature:  _____

**FEATHER RIVER COMMUNITY COLLEGE DISTRICT
PURCHASE ORDER CONTRACT**

This purchase order contract ("Contract") is made this 16th day of June, 2021 ("Effective Date") by and between the Feather River Community College District ("District") and Daimler Coaches North America ("Seller") with respect to the following recitals:

1. District is a community college district organized and existing under the laws of the State of California;
2. District put Bid No. 2021-01 ("Bid") out to public bid, and Seller submitted a responsive bid; and
3. In its bid, Seller offered to deliver certain equipment, materials, supplies, and/or other articles ("Equipment") as set forth in the bid documents, specifications, and any other writings which formed a part of the materials upon which the Seller was awarded this Contract ("Bid Documents"), all of which are hereby incorporated by reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of Equipment. Seller agrees to deliver the Equipment specified in the Bid Documents to District as specified in the Bid Documents.
2. Delivery. Seller will deliver Equipment in manner specified in the Bid Documents.
3. Time of Commencement and Completion. The Equipment shall be delivered in full to the District within 30 calendar days of the Effective Date ("Completion Date"). Time is of the essence in this Contract.
4. Purchase Price. District agrees to pay Seller the sum of Eight Hundred and Forty-eight Thousand dollars (\$ 848,000.00) following timely receipt of the Equipment and receipt of an invoice by District.
5. Liquidated Damages. Seller agrees to deliver the Equipment to District pursuant to the terms of this Contract by the Completion Date unless Seller receives a written extension of time for delivery from District. Seller's failure to deliver the Equipment on time shall subject Seller to liquidated damages. The actual amount of damages which District will suffer if the Equipment is not delivered by the Completion Date is dependent upon many circumstances and conditions and it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages that District would suffer in the event of delay include loss of use of the Equipment, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Seller's failure to deliver the Equipment by the Completion Date.

The amount of liquidated damages to be paid by Seller to District for failure to deliver the Equipment on or before the Completion date will be One Hundred Dollars (\$100.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Seller's default.

If Seller becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Seller.

6. Risk of Loss. Seller bears risk of loss for Equipment until Equipment is delivered to District.
7. Inspection. Seller agrees that the Equipment to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the Bid Documents. All Equipment will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment which may be defective or which fails to comply with the specifications in Bid Documents.
8. Transportation Charges. Seller agrees to deliver all Equipment with all transportation charges prepaid unless otherwise specified in writing by District. All costs for delivery and packaging of Equipment are the responsibility of Seller unless otherwise stated in writing by District.
9. Indemnity. Seller shall indemnify, hold harmless and defend District, and its Board of Education, members of its Board of Trustees, officers, employees, agents, volunteers, students or parents from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Seller's performance under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.
10. Insurance. Seller shall have in effect sufficient occurrence-based liability insurance to insure against any loss, damage, destruction, injury, or death to District's real or personal property, Board of Trustees, members of its Board of Trustees, officers, employees, agents, volunteers, students or parents arising from, relating to, or associated with Seller's performance under this Contract. Seller shall not cancel, reduce, or modify such policy without thirty (30) days advance notice to District. Upon District request, Seller shall do the following, as each item is requested by District: (a) provide District proof of insurance; (b) name District as an additional insured on the policy; and (c) if the policy does not cover transportation of the Equipment, obtain a rider from the Seller's insurer that is specific to the Equipment.
11. Safety Regulations. All Equipment furnished, and/or all work performed under this Contract, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and all State and federal laws, including the Health & Safety Code of the State of California.
12. Assignment of Contract. Seller agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

13. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Contract shall be brought solely in the County of Plumas.
14. Conflict of Laws. In the event any conflict or ambiguity between this Contract and state or federal laws or regulations, the latter shall prevail.
15. Notices. Any and all notices or other communication shall be in writing and shall be deemed properly delivered at the earliest of (i) the date actually received; (ii) three (3) business days after deposit on the United States mail, postage paid, certified or registered, addressed to the respective party at the address identified below; or (iii) one (1) business day if delivered by a commercial services which guarantees next-business-day delivery. Permitted delivery methods include commercial delivery services, facsimile transmission, or certified registered, or postage prepaid United States mail, when received or refused. Either party may change its address for purposes of notice by giving written notice of such change of address, which shall become effective five (5) business days after giving notice thereof.

16.

Notices to District shall be sent to:

Name: John Ives

Title: Vice President of Business Services

Address: 570 Golden Eagle Ave.
Quincy, CA 95971

Notices to Seller shall be sent to:

Name: Robert J. Miller

Title: VP/Head of Sales

Address: 2477 Deerfield Drive
Fort Mill, SC 29715

17. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District and Seller and their respective successors and assigns.
18. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
19. Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
20. Entire Agreement. This Contract represents the entire agreement between Seller and District and hereby supersedes and cancels all previous negotiations, oral agreements, arrangements, brochures, agreements, and understandings between Seller and District regarding the Bid, except as otherwise set forth in the Bid Documents and except for any express or implied warranties regarding the Equipment. There are no representations between Seller and District other than those contained in this Contract and the Bid Documents. Seller, by the execution of this Contract, acknowledges that Seller has read this Contract, understands it, and agrees to be bound by its terms and conditions.
21. Interpretation. Both parties have had the opportunity to review this Contract and, if so desired, consult with legal counsel. Any rule of construction that the language of this Contract is to be strictly interpreted against or in favor of any party hereto shall not apply.
22. Counterparts. This Contract may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Contract.
23. Headings. Any headings in this Contract are included only as a matter of convenience and for reference and in no way define the scope or extent of this Contract or the construction of any provision.
24. Warrant of Authority. Each person below warrants and guarantees that he or she is legally authorized to execute this Contract on behalf of the designated entity and that such execution shall bind that entity to the terms and conditions of this Contract.

IN WITNESS WHEREOF the parties have executed this Contract on the Effective Date.

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

By: John Ives

Name: John Ives

Title: VP for Business Services / CBO

SELLER

By: _____

Name: _____

Title: _____